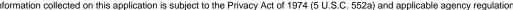
Individually Billed Card Account Reinstatement Form (Department of Defense Travel Card Program) Information collected on this application is subject to the Privacy Act of 1974 (5 U.S.C. 552a) and applicable agency regulations.





Reins	Reinstate a Cancelled Account (Indicate below if a replacement card is required)																			
PART 1: TO BE COMPLETED BY EMPLOYEE (Optional fields are italicized and noted by an asterisk) PLEASE PRINT OR TYPE ALL INFORMATION																				
Cardholder name: Maximum 19 characters																				
Accou	nt Num	ber: Ir	ndicate t	the exis	ting acc	count nu	ımber a	nd if a	replace	ment ca	rd is	requir	ed.							
4	4	8	6	-	1	2			-						-					
Check Box if you need a new plastic replacement card mailed to you:																				
SSN / Tax ID Number: Date of Birth (MM/DD/YYYY)														D/YYYY)	:	1 1				
Emplo	yment s:	d 🗌	Civil	Civilian Rank/Pay Grade:																
		Office F	Phone: (()	-		Home	e Phon	e: () -			Ema	il Addre	ess:					
									ess must								the secti	on belov	v. An	
	application providing only a P.O. Box will not be processed. For APO/FPO addresses only, a physical address is not required. Primary Mailing Address (25 maximum characters) Alternate Mailing Address (for a replacement card only) Physical Address, if required.																			
Addre	ss Line	1:								nysicai <i>i</i> ss Line		SS, IT I	requ	irea.						
Addre	ss Line	2:			Address Line 2:															
City or APO/FPO:									City or APO/FPO:										State:	
Zip / F	ostal C	ode:			Cour	ntry:	ı		Zip / P	ostal C	ode:				Co	untry:		I.		
									proxima											
				reques ited card			ard de	livery i	is availa	ible; ho	weve	er, the	app	olicant	will be	charg	ed \$20.	Check	here	
Signatu	ire and A	greeme	nt: After r	eading th	e attache	ed Agreei			partment											
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									nt, which we are re									nent.		
Applicar	ıt's Signat	ure:													Date:					
Supervis	or's Appr	over's Sig	nature:												Date:	ate:				
Part 2: 1	O BE C	OMPLE	TED BY	(A/OPC) AGEN	CY/ORG	SANIZAT	TION PF	ROGRAM	COOR	DINAT	OR	(Opti	ional fiel	ds are i	alicized	and note	ed by an	asterisk)	
Centra	al Accou	unt No.	4	4 8	6	. 1	2			-					-					
Accour	nt Hierar	chy: Sp	ecify the	comple	te Hierar	chy Leve	el (HL) r	number t	that perta	ins to yo	ur org	janizati	ion. F	or exan	nple: 00	00001 2	000005	3012345	5	
	HL1 HL2				<u>H</u>	<u>L3</u>		HL4		HL			HL6		HL7			HL8		
0	000001																			
Organiza	ation/Unit I	Name:																		
Account Restriction: If reinstated, this account will be reinstated as a restricted card account. If no activation/deactivation dates are provided below, the																				
card will be issued in a deactivation status and can only be activated by the A/OPC.)																				
Restricted - If Restricted, Date to Activate: Month Day Year Date to Deactivate: Month Day Year																				
Cash Access ☐ YES ☐ NO Authorize to Receive Traveler's Checks* ☐ YES ☐ NO																				
By signing below, I hereby authorize, on behalf of the Agency/Organization indicated above, that a Government Card be issued to the employee named above. PLEASE RETAIN A COPY FOR YOUR RECORDS. Return copy to one of the following: Government Card Services, Attn: GCS-Reinstatement, P.O. Box 1637, Norfolk, VA 23510; Facsimile: 888.784.1039 or 757.441.4993; Email: gcsuac@bankofamerica.com (Reinstatement forms that have been signed by all parties and scanned may be emailed to this address.)																				
A/OPC:			,			(5.22	, p.s.				Date:					
		e/Rank (P	lease Print)					Signatu												
Address						Email Address:														
Address					1			Comme	Commercial Telephone:											
City or APO/FPO: State:																				
Zip / Pos	tal Code:				Count	try:														

Individually Billed Card Account Reinstatement Form (Department of Defense Travel Card Program)

Information collected on this application is subject to the Privacy Act of 1974 (5 U.S.C. 552a) and applicable agency regulations.



Purpose:

Complete this form to reinstate an individually billed cardholder travel card account for a Department of Defense employee. This form should only be used to request an account to be reinstated if the account was closed due to non-payment or delinquency.

Instructions:

Cardholders: Indicate whether this request is to reinstate a cancelled account. This form is not to be used to open a new account, or to re-open an account closed for other reasons (such as infrequent traveler closure or separation. Fill out the section entitled "Part 1: To be completed by Employee." Please print or type all information. Optional fields are italicized and noted by an asterisk. Incomplete applications will not be processed and may be returned at the direction of the DFAS Travel Card Program Management Office.

A/OPCs: Local bargaining must be completed before civilians can be offered the reinstatement process. For Military and Civilian employees where local bargaining has been completed, fill out the section entitled "Part 2: To be completed by the Agency/Organization Program Coordinator". Verify the cardholder has indicated whether the request is for reinstatement of a cancelled account. This form is not to be used to open a new account, or to re-open a closed account. If the cardholder has not selected an indicator, please confirm the type of request with the cardholder and select the appropriate indicator. Please print or type all information. Optional fields are italicized and noted by an asterisk. Incomplete applications will not be processed and may be returned at the direction of the DFAS Travel Card Program Management Office.

Part 1 (Section to be completed by Employee)

Cardholder name - Indicate the name of the cardholder

Account Number* - Indicate the account number of the account to be reinstated.

Card Replacement- Indicate if a replacement card is required. If this field is left blank, we will assume the cardholder has their original card and will not issue a new plastic replacement card. For new account requests, Bank of America will automatically issue a new card when the account is established.

Social Security Number/ Tax ID - Self-explanatory. The accuracy of the Social Security Number is critical for split disbursement payments to be posted accurately and timely to the card account.

Date of Birth - Complete information as appropriate

Employment Status - Employee's military employment status with the government, if applicable.

Military Rank and Pay Grade/Civilian Pay Grade – Employee's military rank abbreviation (SSGT, PO2, 1LT, LCDR, etc.) and four-character military pay grade (E-05, O-03, etc.) or five-character civilian pay grade (GS-09, WG-07, etc.).

Commercial Office Phone/Home Phone— Employee's business, home phone number (including area code) and email address. If a home phone number is not available, enter "N/A" (Not Applicable). For locations outside of the U.S., include the applicable two- to three-digit country code. You do not need to preface the number with an access code, such as "011" which is used to obtain an international telephone line. If the phone number(s) are different than currently on file, the phone number(s) will be updated on the card account.

E-Mail Address* - Employee's e-mail address, if available

Primary Mailing Address - (includes Street, City or APO/FPO, State/Province, Zip/Postal Code, and Country) – This is the address to which the employee's travel card billing statement should be mailed. If a P.O. Box is provided, a physical address is required in the designated section. For APO/FPO addresses only, a physical address is not required. If the address provided is different than currently on file, the account will be updated on the card account.

Alternate Mailing Address or Physical Mailing Address - (includes Street, City or APO/FPO, State/Province, Zip/Postal Code, and Country) – Complete this section if a P.O. Box is being provided as your Primary Mailing Address. Or, Complete this section if you would like a replacement card mailed to an alternate address that is different than the Primary Mailing Address to which the regular billing statement will be sent.

Card Delivery* – Complete this field if the applicant requires expedited card delivery. A \$20 fee will be imposed to the applicant's account. If "N/A" (Not Applicable) is noted or this field is left blank, we will send the card via First Class mail.

• Signature and Agreement – Anyone requesting reinstatement must agree to a credit check and to a reinstatement fee that will be charged if the account is reopened.

Applicant's Signature and Date – Employee's signature and the date the application form is signed.

Supervisor's Approval Signature and Date – Employee's supervisor must sign and date the setup/application form in accordance with DoD 7000.14R, Financial Management Regulation, Volume 9, Travel Policy and Procedures (Chapter 3).

Part 2 (Section to be completed by the Agency Program Coordinator)

Central Account Number – The 16-digit reference number assigned to your major command or agency. This number is required for assignment of the correct billing cycle to the cardholder's account. we cannot process the setup/application form without this information. If you do not know your Central Account Number, please contact Government Card Services Unit for assistance toll-free at 800.558.0548 if dialing from the U.S. or Canada; For international locations, call the AT&T Direct Access number for your country and provide the operator with the toll-free number 800.558.0548.

Account Hierarchy (HL1 to HL8) – The hierarchy unit number under which the new account will be established. Complete as many hierarchical levels as are appropriate for your organization. Each level of hierarchy consists of a seven-digit number; up to eight levels of hierarchy may be assigned. Hierarchy levels are sequential and indicate the organization's pedigree as illustrated below:

HL1 = 0000001 Department of Defense

HL2 = 2xxxxxx Branch of Military Service or DoD Independent Agencies

HL3 = 3xxxxxx Major Command or individual DoD Agency name

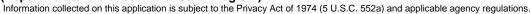
A complete hierarchy level number always begins with Level 1 and contains successive level numbers, down to the lowest level assigned. It is required to determine the reporting group to which a cardholder's account will belong.

Organization/Unit Name - The organization name at the lowest hierarchy level.

Account Restriction – If reinstated, this account will be restored as a restricted account. Restricted card accounts are set up with lower spending limits and require activation by the A/OPC for the time frame specified on a cardholder's travel orders.

If Restricted, Date to Activate/Deactivate* – Enter the dates the card is to be initially available for use and then deactivated after initial use, if known. If no dates are provided, the card will be issued in a deactivated status and must be activated by the A/OPC before the cardholder will be able to use it. Cardholder confirmation of card receipt will not result in automatic activation.

Individually Billed Card Account Reinstatement Form (Department of Defense Travel Card Program)





Part 2 (Section to be completed by the Agency Program Coordinator)

Cash Access* – Check whether or not ATM access should be available to the cardholder. If this field is left blank, we will not issue an ATM Personal Identification Number (PIN) for cash access to the cardholder.

Authorized to Receive Travelers Checks* – Check if Travelers Checks should be available to this employee. If this field is left blank, the cardholder will not able to purchase Travelers Checks. (Note: Travelers Checks are not available to Department of the Air Force personnel.)

A/OPC - The name and title and/or rank of the Agency/Organization Program Coordinator completing this section of the setup/application form.

Signature - The A/OPC's signature.

Date - Date of A/OPC's signature.

Address Line 1 - Indicate the street, P.O. Box or other address information for the A/OPC.

Address Line 2 - If needed, continue with the street, P.O. Box or other address information

City - Self-explanatory.

State - Self-explanatory.

Zip Code - Self-explanatory.

E-Mail Address - The A/OPC's e-mail address

Commercial Telephone – The A/OPC's commercially accessible business telephone number, including the area code. For locations outside of the U.S., include the applicable two-digit to three-digit country code. You do not need to preface the number with an access code, such as "011" which is used to obtain an international telephone line.

Mail or fax completed application form to:

Government Card Services GCS - Reinstatement P.O. Box 1637 Norfolk, VA 23510

Fax: 1.888.784.1039 or 1.757. 441.4993

Email: gcsuac@bankofamerica.com (Reinstatement forms that have been signed by all parties and scanned may be emailed to this address.)



AGREEMENT BETWEEN DEPARTMENT OF DEFENCE EMPLOYEE AND FIA CARD SERVICES, N.A.

IMPORTANT: **BEFORE** YOU SIGN THE CARD ACCOUNT INDIVIDUALLY BILLED SETUP/APPLICATION FORM, OR USE THE GOVERNMENT CARD, READ THIS AGREEMENT PLEASE RETAIN THOROUGHLY. THIS AGREEMENT FOR YOUR RECORDS.

- 1. **DEFINITIONS.** In this Agreement, the word "Agreement" means this document as modified by any amendment issued pursuant to Section 16. The words "we", "our" or "us" refers to FIA Card Services, N.A. The "GSA Contract" refers to the General Services Administration Contract No. GS-23F-98004. The word "Program" means the card program established pursuant to the GSA contract. "Agency/Organization" means the United States federal agency, bureau, division, office or other organizational entity participating in the program that has requested/authorized us to open an account for you. The words "cardholder", "you" or "your" means the Agency/Organization employee whose name appears on the Card. The word "Government Card", "Card" or "Cards" mean the card issued to you by us under the Program. "Account" means the account established by us in connection with the Government Card. "Cash Advance" means a cash advance obtained through use of the Account at any participating affiliated automated teller machine ("ATM") or any financial institution or other establishment authorized to process and grant you a cash advance.
- 2. ACCEPTANCE OF THE AGREEMENT. BY ACTIVATING, SIGNING OR USING THE CARD AND/OR THE ACCOUNT OR SIGNING THE INDIVIDUALLY BILLED CARD ACCOUNT SETUP/APPLICATION FORM, DEPARMENT OF DEFENCE TRAVEL CARD PROGRAM, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOTIY US IN WRITING, CUT THE CARD IN MULTIPLE PIECES AND PROPERLY DISPOSE OF THE PIECES.
- OBTAINING CREDIT REPORTS. Unless on your Individually Billed Card Account Setup/Application Form, Department of Defense Travel Card Program,

- you either (i) instructed us not to obtain reports concerning your credit, or (ii) failed to expressly consent to the terms of this Agreement, you authorize us to obtain from credit bureaus and other credit reporting agencies reports concerning your credit consistent with your Agency/Organization's agreement with union officials (if applicable).
- PROMISE TO PAY LIABILITY. All amounts charged to the Account including purchases, Cash Advances and fees will be called "Charges." You promise to pay for all Charges made by you or anyone you allow to use the Account until paid in full. (Pursuant to Section 7 below, you should not allow other persons to use the card for any reason.) You, as the Cardholder, are responsible for making payment to us. Official travel and travel-related expenses charged to the Card will be reimbursed by the Agency/Organization under Agency's/Organization's expense reimbursement procedures applicable to you. You also agree to report your expenses promptly to the Agency/Organization in accordance with its expense reimbursement procedures. You are responsible for all Charges made with the Card even if you let someone else use the Card. You must retrieve the Card from that person to avoid further liability.
- DISCLOSURE OF ACCOUNT INFORMATION. In addition to routine uses under the Privacy Act, you authorize us to: (1) provide information about your Account to our service providers administering your Account under the GSA Contract; (2) disclose all necessary Account information to outside attorneys representing us in connection with any legal or administrative proceeding involving your Account or our actions under this Agreement; (3) provide all necessary Account information to our auditors in the course of any audit; (4) disclose all necessary Account information to outside attorneys, collection agencies or credit bureaus if we refer all or part of the Account for collection in accordance with the GSA Contract and your Agency/Organization's task order and (5) disclose all necessary Account information to credit reporting agencies to obtain reports concerning your credit consistent with your Agency's/Organization's agreement with union officials, if applicable. You understand that past due Accounts as well as other Account information will be reported to your Agency/Organization. By signing the Individually Billed Card Account Setup/Application Form, Department of Defense Travel Card Program, you are providing your written consent to the disclosure of Account information as provided in this Section 5.

- 6. TYPE OF ACCOUNT. You have been issued either Restricted or Standard Account. Restricted Account generally has a lower credit limit and is subject to greater usage restrictions. The reason(s) a Restricted Account may have been established include, but are not limited to, (1) you, as the cardholder did not provide authorization for us to acquire a credit report on your financial history, or (2) the Agency/Organization program coordinator requested a Restricted Account, or (3) your credit did not meet the minimum requirements set by the Agency/Organization to qualify for the Standard Account. Your Agency/Organization may change your account from a Standard Account to a Restricted Account or from a Restricted Account to a Standard Account.
- 7. USE OF GOVERNMENT CARD. The use of the Government Travel Charge Card is based on your authorized travel status and you agree to use the Card only during or in direct support of (advance reservations, etc.) the period designated by your travel orders and your Agency/Organization. You agree to use the Card only for official travel and official travel related expenses away from your official station/duty station in accordance with your Agency/Organization policy. You agree not to use the Card for personal, family or household purposes. Charging privileges on the Card are provided by us pursuant to the GSA Contract and the task order of your Agency/Organization. No other person is permitted to use the Card issued to you for Charges or for any other reason.
- CREDIT LIMITS. We may establish one or more credit limits for the Account ("Limits") and such Limits may be increased or decreased as directed by your Agency/Organization. The initial aggregate limit is shown on the mailer containing the card. You should either call us or contact your Agency/Organization Program Coordinator to obtain the current limits. You understand that the aggregate Limit is the maximum amount of credit that you can have outstanding on the Account at any time. You further understand that the types and amounts of the Limits may be set or changed by your Agency/Organization at any time without notice from us. If you make a credit request that would exceed the applicable limitation, we, at the direction of your Agency/Organization, can approve or deny the credit request.
- 9. **PAYMENT.** We will send statements of all Charges to you. All payments are due by the due date specified on your statement ("Due Date"). You should notify us immediately of any change in your billing address by

calling the number indicated in Section 17. Payments must be made in U.S. currency, in electronic form or with a money order payable in U.S. dollars, or with a draft or a check drawn on a bank in the U.S. and payable in U.S. dollars. If we decide to accept a payment made in some other form, payment will not be credited to your Account until your payment is converted into one of the forms just mentioned. We may accept late payments, partial payments or checks and money orders marked "payment in full" or with other restrictive endorsements without losing any rights under this Agreement or under the law.

A. Disputes: In order to dispute a charge, you must notify us of the dispute within 60 days of your receipt of the statement on which the Charge first appeared.

- 10. SUSPENSION AND CANCELLATION. Suspension or cancellation does not affect the terms of this Agreement, including without limitation your obligation to pay the balance of your Account, until your obligation to us under this Agreement has been satisfied.
 - A) <u>Suspension</u>: We may suspend your Account and prohibit further Charges if (i) payment for any undisputed principal amount is not received within 61 calendar days from the closing date on the statement in which the unpaid Charge first appeared, or within the timeframe specified in the Agency/Organization task order, unless otherwise directed by the Agency/Organization Program Coordinator, or (ii) the Agency/Organization or GSA requests the suspension. We will reinstate your suspended account upon full payment of the amount due unless otherwise directed by the Agency/Organization.
 - B) <u>Cancellation by Cardholder:</u> You may cancel the Card at any time by notifying us, cutting the Card in multiple pieces and properly disposing of the pieces.
 - C) Cancellation by FIA Card Services
 - (i). <u>Automatic Cancellation</u>: The Card and the Account will automatically be canceled upon (a) termination of your employment with the Agency/Organization regardless of the reason; (b) termination or expiration of the GSA Contract and/or Agency/Organization task order; (c) request of the Agency/Organization or GSA; (d) upon our request with the permission of the Agency/Organization; or 3) (e) your filing for bankruptcy protection, if the Account or Account obligation is referenced in any documents filed in connection with the bankruptcy proceeding. Upon cancellation, you agree to destroy

- the Card immediately by cutting it into multiple pieces and properly disposing of the pieces.
- (ii). Cancellation Due to Delinquency: We may cancel your Account if (a) the Account has been suspended two times during a 12 month period for non-payment of undisputed principal amounts and is past due again: for purpose of this section 10.C.(ii).(a), "past due" means payment is not received within 45 calendar days from the closing date on the Statement of Account in which the Charge first appeared; (b) the Account is 126 calendar days past due from the closing date on the Statement of Account in which the unpaid Charge first appeared, or within the timeframe specified in the Agency/Organization task order, unless otherwise directed by the Agency/Organization Program Coordinator, or (c) the Agency/Organization or GSA requests the cancellation. We may reinstate a canceled Account upon full payment of the amount due and any late fee assessed. Account statements may not (at our option) be sent after an Account has been canceled.
- <u>D) Cancellation by Agency/Organization:</u> Your Agency/Organization may cancel your Account at any time.
- 11. ATM USAGE. If your Agency/Organization is participating in the Government Card Services, ATM Program for Government Cardholders, you will separately receive a Personal Identification Number ("PIN"). You may then obtain Cash Advances at an ATM when authorized in accordance with Agency/Organization procedures.
- 12. NO WAIVER OF RIGHTS. All rights and remedies of FIA Card Services, N.A are cumulative and may be pursued singularly, successively or together, at our option. Except as expressly provided below in this Section 12. Our failure at any time to exercise any of our rights hereunder or any other rights shall not constitute a waiver nor otherwise bar the exercise of any of these options or rights at a later date. We waive our right to suspend the Account for a particular Charge if suspension procedures are not initiated within 180 calendar days of the closing date on the Statement of Account in which the Charge first appeared. We waive our right to cancel the Account for a particular Charge if cancellation procedures are not initiated within 180 calendar days of the closing date on the Statement of Account in which the Charge first appeared.

- 13. TRAVELERS CHECKS. If your Agency/Organization is participating in the Government Card Services Travelers Check program for Government Cardholders, you may purchase travelers checks when authorized in accordance with Agency/Organization procedures and a Travelers Check Fee of 1.5% of the total amount of the checks purchased will apply. If your Agency/Organization has negotiated a lower Travelers Checks Fee, the lower amount will apply.
- 14. CHARGES. You agree to pay the following Charges unless your Agency/Organization has negotiated a lower rate or fee, in which case, you will pay the lower amount.
 - Return Check Fee. \$29.00 for any payment which is returned for any reason.
 - <u>Cash Advance Fee</u>. \$2 or 3% of the amount of each Cash Advance, whichever is greater.
 - Delinquency and Collection Charges. To the extent not prohibited by law, if we refer the Account for collection, you will pay our collection costs, court costs and attorneys fees. Such costs include but are not limited to, allocated costs for attorneys, not to exceed 25% of the account balance, and collectors who are employed by us or its affiliates, and fees paid by us to your Agency/Organization in connection with salary offset.
 - Late Fee. A late payment fee in the amount of \$29.00 will be assessed when payment for the full undisputed charges identified on the monthly Statement of Account is not remitted within two billing cycles plus 15 days past the statement closing date on the statement of Account in which the Charge first appeared. If the Account is subject to split disbursement and the Government notifies us that payment delay was caused by the Government and not the Cardholder, then the late fee will be assessed if full payment is not received within 30 days after the Government notification to us of such payment error. The late payment fee will continue to be assessed each billing cycle until the past due amounts are brought current.
 - Expedited Card Delivery Fee. \$20 for any request for expedited card delivery (premium delivery by other than U.S. Postal Service standard first class bulk postage) for individuals not in a travel status, except emergency replacement of damaged, lost or stolen cards.

- 15. **FOREIGN TRANSACTIONS/FEES.** If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction.
 - The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. Visa and MasterCard will no longer add a 1% adjustment factor to or show it as part of the U.S. dollar amount. Instead Visa and MasterCard will bill the Bank directly. Therefore, for Visa and MasterCard Transactions, we will charge a 1% amount ("International Transaction Fee"), and show it as a separate line item, only for those foreign Transactions converted into U.S. dollars. Each International Transaction Fee will be shown in the Activity section on your billing statement.
- 16. CHANGE IN TERMS. We may, with the written consent of GSA and your Agency/Organization, change the terms of this Agreement upon 30-day written notice to you. You agree that the new terms provided in any such notice may apply both to your new transactions and to your Account balance on the date the change becomes effective. If you do not agree to a change in terms of this agreement, then prior to the effective date of the change, you must notify us, cut the card in multiple pieces and properly dispose of the pieces.
- 17. LOST OR STOLEN CARD/REPLACEMENT. If the Card is lost or stolen, or if you think another person may use the Account without your permission, you must notify us immediately by calling the number listed below.

Telephone Numbers: Worldwide Customer Service 1-800-472-1424 For Hearing Impaired access call1.800.672.0779 You may confirm your notification by writing to:

Bank of America Government Card Services
Customer Protection Unit
P.O. Box 2463
Spokane, Washington
99210-2463

- If there is any unauthorized use of the Card or Account you agree to cooperate with us during our investigation, which will include your completion of a Cardholder Statement of Disputed Item. Should you need a replacement card, please call the same telephone number listed in this Section 17 for lost or stolen Cards.
- 18. LIMITATION OF DAMAGES. In no event shall we be liable to you for any consequential, special, indirect or punitive damages of any nature.
- 19. COLLECTION/TELEPHONE MONITORING. You agree that if you do not pay the Account, we or our collection agent may call you regarding the collection of the Account. You understand that the calls could be automatically dialed and a recorded message may be played. You agree such calls will not be "unsolicited" calls for purposes of local, state or federal law. You agree that we may monitor telephone calls between you and us to ensure the quality of the customer service we provide.
- 20. CHANGES TO NAME, ADDRESS OR EMPLOYMENT. You understand that we will send Statements of Account, replacement or renewal Cards, or other notices to the address shown in our records. You will promptly notify us of any change in your name, address or employment.
- **21. NONTRANSFERABLE**. The Card is nontransferable.
- 22. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.
- 23. SUCCESSORS AND ASSIGNS. You agree that we may at any time assign or transfer to another person the Account, the Account balance, or this Agreement. The persons to whom we transfer or assign the Account, the Account balance, or this Agreement will have all of same rights under this Agreement. You will not assign or transfer any of your rights or duties under this Agreement, and this Agreement is binding on your successors, heirs and legal representatives and upon anyone to whom you assign your assets or who succeeds to them.
- 24. GOVERNING LAW: This Agreement and the Account are subject to the GSA Contract and shall be governed by Delaware law and the laws of the United States. This Agreement is entered into in Delaware and all credit will be extended by us from Delaware.

PRIVACY ACT NOTICE:

In accordance with the Privacy Act (5 U.S.C. 552a), the following notice is provided: The information requested on the card application form is collected pursuant to Executive Order 9397 and chapter 57, title 5. United States Code, for the purposes of recording travel expenses incurred by the employee/member and to claim entitlements and allowances prescribed in applicable federal travel regulations. The purpose of the collection of this information is to provide Government agencies necessary information on the GSA travel card contract which provides travelers with charge cards for official travel and related expenses, attendant operational and control support, and management information reports for expense control. Routine uses which may be made of the collected information and other account information in the system of records entitled "Travel Charge Card Program GSA/GOVT-3" are as follows: (1) transfers to appropriate Federal, State, local, or foreign agencies when relevant to civil, criminal, administrative, or regulatory investigations: (2) pursuant to a request of another Federal agency in connection with hiring, retention, issuing a security clearance, reporting an employee investigation, clarifying a job, letter or contract or issuing a license, grant, or other benefit; (3) to a Member of Congress or to a Congressional Staff Member in response to an inquiry of the Congressional Office made at the request of the individual about whom the record is maintained; (4) to officials of labor organizations when necessary to their duties of exclusive representation; (5) to a Federal agency for accumulating reporting data and monitoring the system; (6) GSA contract travel agents assigned to agencies for billing of travel expenses; (7) listing, reports, and records to GSA by the contractor to conduct audits of carrier charges to the Government; and (8) any other use specified by GSA in the system of records entitled "Travel Charge Card Program GSA/GOVT-3," as published in the Federal Register periodically by GSA. The information requested is not mandatory. Failure to provide the information will nullify the application, and a charge card will not be issued to the employee/member.



SPLIT DISBURSEMENT MUST BE USED (WHERE AVAILABLE) BEFORE PAYMENT BY PHONE CAN BE USED.

Payment by Phone Disclosure

FIA Card Services, N.A. ("the bank") enables you to make payments by phone to your Government Charge Card account by contacting the Worldwide Customer Service Unit. This service is offered to facilitate the ease of making payments to your charge card account and can be used by any cardholder. Utilizing this service is not a GSA SmartPay contract requirement. Each Payment by Phone transaction may be subject to a processing fee. This Agreement applies when utilizing the Payment by Phone Option.

Payment by Phone Authorization

When I use the Payment by Phone option, I hereby authorize the bank to initiate electronic payments from my designated account, at the financial institution I indicate, for the purpose of making a payment on my Government charge card account (Account). I understand I must authorize the timing and amount of each payment transaction by providing authentication information requested by the Bank.

I HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

- 1) **Processing Fee** Each Payment by Phone transaction may be subject to a fee not to exceed \$10.00. The fee will be added to the amount of the payment.
- 2) Effective Date of Payment Payment will occur on the date I initiate the request, if requested prior to 6:00 PM ET. If the request is initiated after 6 PM ET, the effective date will be the following business day.
- 3) Dishonored Request for Payment If a payment is dishonored for any reason, including insufficient funds, both the Bank, in accordance with my Account agreement, and my financial institution may assess a fee. If a payment is dishonored by my financial institution for "insufficient funds", the Bank will attempt to initiate the electronic payment one more time before deeming the payment unpaid. I understand that if a payment is dishonored, my Account will be considered due for that payment, and other payment arrangements will need to be made.
- 4) In Case of Error If my Account statement indicates an incorrect payment or amount or I need more information about a payment transaction, I will write or call the Bank at the number or address provided on my statement of Account for billing errors. The Bank must hear from me no later than 60 days after I have received the first statement on which the payment appeared. For more information, I can read the back of my Account statement.
- 5) Revocation of a Payment After I initiate a Payment by Phone transaction, I have until 4:00 PM ET the day of the scheduled payment to cancel or revoke that payment.
- 6) **Governing Law** This Authorization shall be governed by and interpreted in accordance with the laws of the State of Delaware.
- 7) **Authentication Information** I acknowledge the Bank may require additional information from me for authorization and authentication of a Payment by Phone transaction. Any information I provide for authorization and authentication will be kept confidential by the Bank.
- 8) Authorization and Security Procedure A Payment by Phone transaction will not occur unless I initiate the payment through the Bank's automated response unit or speak with the Bank's customer service representative. I agree that the security procedures followed by the Bank to authenticate my consent to a Payment by Phone transaction, although not in writing, are reasonable and I agree to be bound by them as if I had signed this Authorization in writing. I understand that this Authorization is a separate agreement from, and does not change, the agreement governing my Account.
- 9) **Modification of this Authorization** The Bank may modify this Authorization by changing, adding or deleting any term, condition, service or feature ("New Term") at any time. The Bank will provide me with notice of the modification to the extent required by law. I agree to the "New Term" by conducting a Payment by Phone transaction after the Bank provides me notice of the modification.

PLEASE RETAIN FOR YOUR RECORDS